

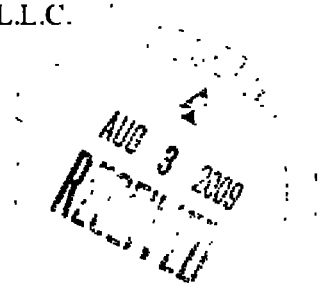
McMICHAEL, MEDLIN, D'ANNA, WEDGEWORTH & LAFARGUE, L.L.C.

Attorneys and Counselors at Law
Chase Bank Building
400 Texas Street, Suite 1150
Post Office Box 72
Shreveport, LA 71161-0072
Telephone: 318-221-1004
Facsimile: 318-221-0008

James C. McMichael, Jr.
W. Deryl Medlin*
John R. D'Anna
A. L. Wedgeworth, III
Norman I. Lafargue

* Certified in Taxation and in
Estate Planning and Administration,
Louisiana Board of Legal Specialization

July 27, 2009



Certified Mail, Return Receipt Requested
Receipt No. 7008-3230-0002-8431-4474

RECORDATION NO. 28011 FILED

AUG 13 2009

2-45 PM

SURFACE TRANSPORTATION BOARD

Secretary
Surface Transportation Board
Washington, DC 20423

Re: Aeropres Corporation
(Our File No. 1004-058)

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a commercial security agreement dated October 30, 2008. The names and addresses of the parties to this document are as follows:

Debtor: Aeropres Corporation
1324 North Hearne Avenue, Suite 200
Shreveport, LA 71137

Secured Party: BancorpSouth Bank
P.O. Box 52986
Shreveport, LA 71135-2986

A description of the equipment covered by the document is set forth on Exhibit A to the enclosures. It constitutes railroad equipment with the identifying marks as set forth on Exhibit A.

A fee of \$30.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to the undersigned.

Surface Transportation Board
July 27, 2009
Page 2

A short summary of the document to be in the index is as follows:

Primary Document. Security agreement between Aeropres Corporation,
1324 North Hearne Avenue, Suite 2000, Shreveport, Louisiana 71137 and
BancorpSouth Bank, Post Office Box 52986, Shreveport, Louisiana
71135-2986, covering railroad cars listed therein.

Sincerely,

A handwritten signature in cursive script, reading "A.L. Wedgeworth, III". The signature is written in black ink and includes a long horizontal flourish at the end.

A.L. Wedgeworth, III

ALW/jb

cc: BancorpSouth Bank

McMICHAEL, MEDLIN, D'ANNA, WEDGEWORTH & LAFARGUE, L.L.C.

Attorneys and Counselors at Law

Chase Bank Building

400 Texas Street, Suite 1150

Post Office Box 72

Shreveport, LA 71161-0072

Telephone: 318-221-1004

Facsimile: 318-221-0008

James C. McMichael, Jr.

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John R. D'Anna

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Norman L. Lafargue

*Certified in Taxation and in
Estate Planning, and Administration
Louisiana Board of Legal Specialization

August 7, 2009



Secretary
Surface Transportation Board
Washington, DC 20423

Attention: Karen

Re: Aeropres Corporation
(Our File No. 1004-058)

Dear Karen:

I received your note regarding the cost of filing the documents contained in our letter dated July 27. I enclose our check in the amount of \$41.00 in payment of these costs, together with our original letter of July 27 and the enclosures.

Please record this in your records and return to us the original and any extra copies not needed by the Board.

Thank you for your attention to this matter.

Sincerely,

Jill Page Beebe

Paralegal for A.L. Wedgeworth, III

DEBTOR NAME AND ADDRESS

AEROPRES CORPORATION
1324 N HEARNE AVE, STE 200
SHREVEPORT LA 71137

SECURED PARTY NAME AND ADDRESS

BANCORPSOUTH BANK
P O BOX 52986
SHREVEPORT, LA 71135-2986



RECEIPTION NO

28011

FILED

Type: ☐ individual ☐ partnership ☒ corporation ☐

AUG 13 '09

2-45 PM

AUG 3 2009

State of organization/registration (if applicable) LA

☐ If checked, refer to addendum for additional Debtors and signatures.

SURFACE TRANSPORTATION BOARD

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is OCTOBER 30, 2008SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☐ Debtor ☒ AEROPRES CORPORATION

(Obligor) owes to Secured Party:

☐ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):☒ **All Debts.** All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Obligor.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program
- ☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ **Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

ALL ACCOUNTS RECEIVABLE NOW OWNED OR
HEREAFTER ACQUIRED
1324 N HEARNE AVE, STE 200
SHREVEPORT LA 71137-0000

ALL INVENTORY NOW OWNED OR HEREAFTER
ACQUIRED
1324 N HEARNE AVE, STE 200
SHREVEPORT LA 71137-0000

DESCRIBED ON EXHIBIT A ATTACHED
1324 N HEARNE AVE, STE 200
SHREVEPORT LA 71137-0000

93 RAILCARS BEING MORE FULLY

This financing statement covers the above collateral, whether now owned or hereafter acquired, together with all supporting obligations.

The incision of proceeds does not authorize debtor to sell or trade the above described property.

The financing statement covers and this collateral secures all future advances

USE OF PROPERTY. The Property will be used for ☒ personal ☒ business ☐ agricultural ☐ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR

SECURED PARTY

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will be in default if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property. Debtor receives as the owner of the Property

policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired, at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Obligor, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
 - (2) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts;
 - (3) use ordinary or executory process to enforce Secured Party's security interest.
- Secured Party may sell the Property as provided by law, if the Property is in Secured Party's possession or if Debtor voluntarily delivers or surrenders the Property to Secured Party. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Secured Party may take Debtor (or Obligor, if not the same) to court to recover a deficiency (where permitted by law). By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

ADDITIONAL DEFAULT REMEDIES AND KEEPER. If Debtor fails to pay two or more consecutive payments on the date due, Secured Party may, if allowed by law, have the right to obtain possession and dispose of the Property in accordance with the provisions of the Additional Default Remedies Act and

Louisiana law permits repossession of motor vehicles without judicial

process. Debtor agrees that Secured Party or Secured Party's agent may act as keeper, or Secured Party may appoint a keeper at the time any seizure is effected.

CONFESSION OF JUDGMENT. In addition to other remedies, for purposes of foreclosure under Louisiana executory process procedures, Debtor confesses judgment in favor of Secured Party for any amount due on the Secured Debts including collection costs and attorneys' fees.

WAIVERS. To the extent legally permitted, Debtor waives

- (1) The benefit of appraisal as provided under Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale;
- (2) The notice of seizure provided under Articles 2293 of the Louisiana Code of Civil Procedure;
- (3) The 3 days delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and
- (4) All other provisions provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or

EXHIBIT A

Reg. Mark	Car Number	Class	Built Dt	Capacity	Tare Weight	Commodity Code	UNL EIR Original Cost	Depreciated Value	Salvage Value (Cars Over 35 Years)
AREX	2501	112J340W	01/73	33642	98900	DA080	\$40,534.00		
AREX	2502	112J340W	08/73	33647	98900	DA080	\$41,436.00		\$14,836.00
AREX	2503	112J340W	01/73	33618	101800	DA080	\$40,634.00		\$15,286.00
AREX	2504	112J340W	08/73	33649	102100	DA080	\$41,436.00		\$15,286.00
AREX	2505	112J340W	01/71	33626	106600	DA080	\$39,326.00		\$15,976.00
AREX	2511	112J340W	02/71	33982	107200	DA080	\$39,326.00		\$16,080.00
AREX	2512	112J340W	01/71	33606	104600	DA080	\$39,326.00		\$15,890.00
AREX	2513	112J340W	01/70	34078	104600	DA080	\$39,326.00		\$15,890.00
AREX	2514	112J340W	01/70	33697	102300	DA080	\$39,326.00		\$15,346.00
AREX	2515	105J300W	01/80	34056	102200	DA080	\$76,500.00		
AREX	2517	105J300W	01/80	33618	102000	DA080	\$39,326.00		
AREX	2518	112J340W	01/70	33618	102000	DA080	\$39,326.00		
AREX	2519	112J340W	01/71	33689	101300	DA080	\$36,809.00		\$15,195.00
AREX	2520	112J340W	01/70	33727	101400	AA031	\$36,809.00		\$15,210.00
AREX	2521	112J340W	01/70	33644	102300	DA080	\$36,809.00		\$15,346.00
AREX	2522	112J340W	01/70	33682	101400	DA080	\$36,809.00		\$15,210.00
AREX	2523	112J340W	01/70	33689	106300	DA080	\$39,326.00		\$15,796.00
AREX	2527	112J340W	01/71	33684	101600	DA080	\$39,326.00		\$15,705.00
AREX	2528	112J340W	01/70	33681	104700	DA080	\$39,326.00		\$15,705.00
AREX	2529	106J300W	01/80	34020	101400	DA080	\$76,500.00		
AREX	2530	106J300W	01/80	34049	100600	DA080	\$76,500.00		
AREX	2533	105J300W	01/79	34013	88200	DA080	\$60,000.00	\$27,636.00	
AREX	2542	105J300W	01/80	34031	102200	DA080	\$76,500.00	\$33,838.00	
AREX	2543	112J340W	01/70	33683	102200	DA080	\$36,805.00		
AREX	2551	112J340W	01/88	33681	104700	AA031	Scrap in 2008		\$15,346.00
AREX	2563	112J340W	01/88	33680	106200	DA080	Scrap in 2008		\$15,705.00
AREX	2571	112J340W	08/81	34142	105000	DA080	\$70,214.00	\$34,881.00	\$15,780.00
AREX	2573	112J340W	01/81	34163	103500	DA080	\$70,214.00	\$34,881.00	
AREX	2574	112J340W	01/81	34135	103000	DA080	\$70,214.00	\$34,881.00	
AREX	2575	112J340W	01/81	34142	103900	DA080	\$70,214.00	\$34,881.00	
AREX	2576	112J340W	01/81	34125	104200	DA080	\$70,214.00	\$34,881.00	
AREX	2578	112J340W	01/81	34136	104200	DA080	\$70,214.00	\$34,881.00	
AREX	2579	112J340W	01/81	34118	103900	DA080	\$70,214.00	\$34,881.00	
AREX	2580	112J340W	01/81	34133	103600	DA080	\$70,214.00	\$34,881.00	
AREX	2581	112J340W	08/81	34127	104200	DA080	\$70,214.00	\$34,881.00	
AREX	2582	112J340W	01/81	34119	105700	DA080	\$70,214.00	\$34,881.00	





EXHIBIT A CONTINUED

Rptg. Mark	Car Number	Class	Built Dt	Capacity	Tare Weight	Commodity Code	UNL ER Original Cost	Depreciated Value	Salvage Value (Cars Over 36 Years)
AREX	2553	112B40V	01/81	34103	10000	DA080	\$70,214.00	\$34,881.00	
AREX	2554	112B40V	08/81	34116	10400	DA080	\$70,214.00	\$34,881.00	
AREX	2555	112B40V	01/81	34128	103700	DA080	\$70,214.00	\$34,881.00	
AREX	2556	112B40V	08/81	34131	10600	DA080	\$70,214.00	\$34,881.00	
AREX	2557	112B40V	01/81	34103	104200	DA080	\$70,214.00	\$34,881.00	
AREX	2558	112B40V	01/81	34103	102900	DA080	\$70,214.00	\$34,881.00	
AREX	2559	112B40V	08/81	34111	104800	DA080	\$70,214.00	\$34,881.00	
AREX	2560	112B40V	04/87	33970	100200	DA080	\$80,501.00	\$82,667.00	
AREX	2561	112B40V	04/87	33948	100000	AA031	\$80,501.00	\$82,667.00	
AREX	2562	112B40V	04/87	33953	100400	DA080	\$80,501.00	\$82,667.00	
AREX	2563	112B40V	04/87	33957	100000	DA080	\$80,501.00	\$82,667.00	
AREX	2564	112B40V	04/87	33944	100800	DA080	\$80,501.00	\$82,667.00	
AREX	2565	112B40V	04/87	33959	100200	DA080	\$80,501.00	\$82,667.00	
AREX	2566	112B40V	04/87	33982	100400	DA080	\$80,501.00	\$82,667.00	
AREX	2567	112B40V	04/87	33956	100300	DA080	\$80,501.00	\$82,667.00	
AREX	2568	112B40V	04/87	33980	100700	DA080	\$80,501.00	\$82,667.00	
AREX	2569	112B40V	04/87	33945	100700	DA080	\$80,501.00	\$82,667.00	
AREX	2570	112B40V	04/87	33951	100800	DA080	\$80,501.00	\$82,667.00	
AREX	2571	112B40V	04/87	33938	100400	DA080	\$80,501.00	\$82,667.00	
AREX	2572	112B40V	04/87	33938	98000	DA080	\$80,501.00	\$82,667.00	
AREX	2573	112B40V	04/87	33928	100200	DA080	\$80,501.00	\$82,667.00	
AREX	2574	112B40V	04/87	33953	99700	DA080	\$80,501.00	\$82,667.00	
AREX	2575	112B40V	04/87	33929	100400	DA080	\$80,501.00	\$82,667.00	
AREX	2576	112B40V	04/87	33954	100200	DA080	\$80,501.00	\$82,667.00	
AREX	2577	112B40V	04/87	33922	100000	DA080	\$80,501.00	\$82,667.00	
AREX	2578	112B40V	04/87	33936	100400	DA080	\$80,501.00	\$82,667.00	
AREX	2579	112B40V	04/87	33915	100300	DA080	\$80,501.00	\$82,667.00	
AREX	2580	112B40V	04/87	33924	100100	DA080	\$80,501.00	\$82,667.00	
AREX	2581	112B40V	04/87	33942	100100	AA031	\$80,501.00	\$82,667.00	
AREX	2582	112B40V	04/87	33947	100100	DA080	\$80,501.00	\$82,667.00	
AREX	2583	112B40V	04/87	33917	100700	AA032	\$80,501.00	\$82,667.00	
AREX	2584	112B40V	04/87	33950	100200	DA080	\$80,501.00	\$82,667.00	
AREX	2585	112B40V	04/87	33954	100300	AA032	\$80,501.00	\$82,667.00	
AREX	2586	112B40V	04/87	33931	100300	DA080	\$80,501.00	\$82,667.00	
AREX	2587	112B40V	04/87	33936	100700	AA032	\$80,501.00	\$82,667.00	
AREX	2588	112B40V	04/87	33976	99600	AA032	\$80,501.00	\$82,667.00	
AREX	2589	112B40V	04/87	33958	100300	DA080	\$80,501.00	\$82,667.00	

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EXHIBIT A CONTINUED

Rptg. Mark	Car Number	Class	Built Dt	Capacity	Tare Weight	Commodity Code	UNLER Original Cost	Depreciated Value	Salvage Value (Cars Over 35 Years)
AREX	2820	1121340W	04/87	33688	10000	DA080	\$80,501.00	\$82,667.00	
AREX	2821	1121340W	04/87	33683	10040	DA080	\$80,501.00	\$82,667.00	
AREX	2822	1121340W	04/87	33687	10060	AA032	\$80,501.00	\$82,667.00	
AREX	2823	1121340W	04/87	33640	10070	AA032	\$80,501.00	\$82,667.00	
AREX	2824	1121340W	04/87	33688	10010	DA080	\$80,501.00	\$82,667.00	
AREX	2825	1121340W	08/07	33680	9700	DA082	\$114,723.00	\$111,247.00	
AREX	2826	1121340W	08/07	33660	9720	DA082	\$114,723.00	\$111,247.00	
AREX	2827	1121340W	08/07	33670	9740	DA082	\$114,723.00	\$111,247.00	
AREX	2828	1121340W	08/07	33670	9710	DA082	\$114,723.00	\$111,247.00	
AREX	2829	1121340W	08/07	33670	9720	DA082	\$114,723.00	\$111,247.00	
AREX	2830	1121340W	08/07	33660	9720	DA082	\$114,723.00	\$111,247.00	
AREX	2831	1121340W	08/07	33660	9730	DA082	\$114,723.00	\$111,247.00	
AREX	2832	1121340W	08/07	33660	9730	DA082	\$114,723.00	\$111,247.00	
AREX	2833	1121340W	08/07	33660	9760	DA082	\$114,723.00	\$111,247.00	
AREX	2834	1121340W	08/07	33660	9760	DA082	\$114,723.00	\$111,247.00	
AREX	2835	1121340W	08/07	33570	9730	DA082	\$114,723.00	\$111,247.00	
AREX	2836	1121340W	08/07	33680	9760	DA082	\$114,723.00	\$111,247.00	
AREX	2837	1121340W	08/07	33680	9760	DA082	\$114,723.00	\$111,247.00	
AREX	2838	1121340W	08/07	33680	9760	DA082	\$114,723.00	\$111,247.00	
AREX	2839	1121340W	08/07	33680	9770	DA082	\$114,723.00	\$111,247.00	
							\$8,350,782.00	\$328,760.00	\$8,677,512.00

hwp

CP

STATE OF LOUISIANA
PARISH OF CADDO

On this 10th day of June, 2009, before me personally appeared Ruth Doreck, to me personally known, who being by me duly sworn, says that (s)he is the Secretary of AEROPRES CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the first act and deed of said corporation.

SEAL

Catherine D. Johnston

Signature of Notary Public CATHERINE D. JOHNSTON, Notary Public
Notary Number: 3378
My Commission expires Caddo Parish, Louisiana
My Commission is for Life